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Attorneys for United States of America

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

\$70,000 IN UNITED STATES  
CURRENCY,

Defendant.

JIMMY DALE LABRANCH,

Claimant.

No. 07-3359 WHA

SETTLEMENT AGREEMENT

The parties stipulate and agree as follows:

1. Plaintiff is the United States of America ("United States"). Defendant is \$70,000 in United States Currency ("Defendant \$70,000"). After proper notification and publication was given, the only person who filed a timely Claim and in this action is claimant Jimmy Dale Labranch. As a result, only claimant Labranch has a right to defend Defendant \$70,000. The United States and

1 claimant Labranch are hereafter referred to as the "parties" in this document which is hereinafter  
2 referred to as the "Settlement Agreement" or "Agreement."

3 2. After full and open discussion, the parties agree to resolve any and all claims against  
4 Defendant \$70,000, as well as against any and all past and present officials, employees and agents  
5 of the United States, including those at the United States Department of Justice, arising out of the  
6 seizure of Defendant \$70,000 and the facts alleged in the Complaint for Forfeiture filed in this  
7 lawsuit on or about June 26, 2007.

8 3. The parties agree that the resolution of the lawsuit is based solely on the terms stated  
9 in this Settlement Agreement. It is expressly understood that this Agreement has been freely and  
10 voluntarily entered into by the parties. The parties further agree that there are no express or implied  
11 terms or conditions of settlement, whether oral or written, other than those set forth in this  
12 Agreement. This Agreement shall not be modified or supplemented except in writing signed by the  
13 parties. The parties have entered into this Agreement in lieu of continued protracted litigation and  
14 District Court adjudication.

15 4. The parties agree that claimant Labranch releases and discharges the United States,  
16 as well as any past and present officials, employees, agents, attorneys, their successors and assigns,  
17 from any and all obligations, damages, liabilities and demands of any kind and nature whatsoever,  
18 whether suspected or unsuspected, at law or in equity, known or unknown, arising out of the seizure  
19 of Defendant \$70,000 and the allegations in plaintiff's Complaint for Forfeiture, filed on June 26,  
20 2007.

21 5. Claimant Labranch does not contest that the United States has sufficient  
22 evidence to support the forfeiture of Defendant \$70,000. In order to resolve this case without the  
23 expense of further litigation, however, the parties have agreed that \$65,000 of defendant shall be  
24 forfeited to the United States upon entry of a separate Judgment of Forfeiture and that \$5,000 of  
25 defendant shall be returned to claimant Labranch, by check made payable to claimant Jimmy Dale  
26 Labranch and his attorney, Peter A. Leeming, and delivered to his attorney, Peter A. Leeming, 108  
27 Locust Street, Suite 7, Santa Cruz, CA 95060. Such payment shall be in full settlement and

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1 satisfaction of any and all claims by claimant Labbranch, his heirs, representatives and assignees to  
2 Defendant \$70,000.

3 6. Claimant Labbranch shall hold harmless the United States, including its agents,  
4 officers, representatives and employees, as well as any and all state and local law enforcement  
5 officials, for any and all acts directly or indirectly related to the seizure of Defendant \$70,000, the  
6 facts alleged in the Complaint for Forfeiture and the forfeiture of \$65,000 of Defendant \$70,000.

7 7. The United States and Claimant agree that each party shall pay its own attorneys'  
8 fees and costs.

9 8. Based on the foregoing, the parties agree that the Court shall dismiss this action.

10  
11 IT IS SO STIPULATED:

12  
13 Dated: July 2, 2009

JOSEPH P. RUSSONEILLO  
United States Attorney

  
PATRICIA J. KENNEY  
Assistant United States Attorney

14  
15 Dated: July \_\_\_\_, 2009

16  
17 PETER A. LEEMING  
Attorney for Claimant  
Jimmy Dale Labbranch

18  
19 Dated: July \_\_\_\_, 2009

20  
21 JIMMY DALE LABRANCH  
Claimant

22 BASED ON THE FOREGOING STIPULATION AND THE SEPARATE FINAL  
23 JUDGMENT OF FORFEITURE TO BE ENTERED, IT IS SO ORDERED ON THIS \_\_\_\_ DAY  
24 OF \_\_\_\_, 2009.

25  
26 HONORABLE WILLIAM H. ALSUP  
United States District Judge

1 satisfaction of any and all claims by claimant Labranch, his heirs, representatives and assignees to  
2 Defendant \$70,000.

3 6. Claimant Labranch shall hold harmless the United States, including its agents,  
4 officers, representatives and employees, as well as any and all state and local law enforcement  
5 officials, for any and all acts directly or indirectly related to the seizure of Defendant \$70,000, the  
6 facts alleged in the Complaint for Forfeiture and the forfeiture of \$65,000 of Defendant \$70,000.

7 7. The United States and Claimant agree that each party shall pay its own attorneys'  
8 fees and costs.

9 8. Based on the foregoing, the parties agree that the Court shall dismiss this action.

11 IT IS SO STIPULATED:

JOSEPH P. RUSSONEILLO  
United States Attorney

13 Dated: July \_\_, 2009

PATRICIA J. KENNEY  
Assistant United States Attorney

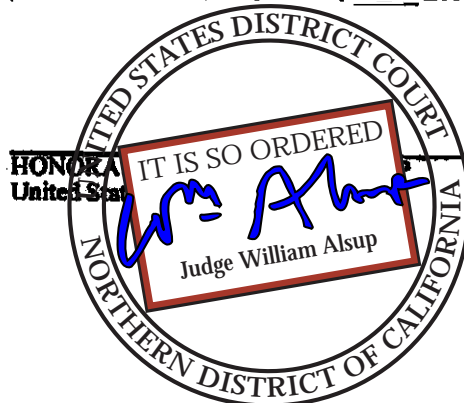
15 Dated: July 8, 2009

PETER A. LEEMING  
Attorney for Claimant  
Jimmy Dale Labranch

18 Dated: July 7, 2009

JIMMY DALE LABRANCH  
Claimant

21 BASED ON THE FOREGOING STIPULATION AND THE SEPARATE FINAL  
22 JUDGMENT OF FORFEITURE TO BE ENTERED, IT IS SO ORDERED ON THIS 9th DAY  
23 OF July \_\_, 2009.



Settlement Agreement  
No. 07-3359 WHA